

1  
2  
3  
4  
5  
6  
7 **UNITED STATES DISTRICT COURT**  
8 **WESTERN DISTRICT OF WASHINGTON**  
9  
10 **AT TACOMA**

11 **STEPHANIE WILSON,** ) Case No.  
12 )  
13 Plaintiff, ) **COMPLAINT FOR VIOLATION**  
14 ) **OF FEDERAL FAIR DEBT**  
15 ) **COLLECTION PRACTICES ACT**  
16 )  
17 **vs.** )  
18 )  
19 **ROVO & ASSOCIATES, VEGALO,** )  
20 **LLC DBA FRONTIER FINANCIAL)**  
21 **GROUP, RORY VOHWINKEL)**  
22 **AND MARTIN MAZZARA,** )  
23 )  
24 Defendants. )

25 **NATURE OF ACTION**

26 1. This is an action brought under the Fair Debt Collection Practices  
27 Act ("FDCPA"), 15 U.S.C. § 1692 *et seq.*

28 **JURISDICTION AND VENUE**

1. This Court has jurisdiction under 15 U.S.C. § 1692k(d) and 28  
U.S.C. § 1331.

COMPLAINT FOR VIOLATIONS OF THE FAIR  
DEBT COLLECTION PRACTICES ACT-1

WEISBERG & MEYERS, LLC  
3877 N. Deer Lake Rd.  
Loon Lake ,WA 99148  
509-232-1882  
866-565-1327 facsimile  
jrobbins@AttorneysForConsumers.com

1           3.     Venue is proper before this Court pursuant to 28 U.S.C. §1391(b),  
2  
3 where the acts and transactions giving rise to Plaintiff's action occurred in this  
4 district, where Plaintiff resides in this district, and/or where Defendants' transact  
5 business in this district.

6  
7                                   **PARTIES**

8           4.     Plaintiff, Stephanie Wilson ("Plaintiff"), is a natural person who at  
9  
10 all relevant times resided in the State of Washington, County of Clallam, and City  
11 of Port Angeles.

12           5.     Plaintiff is a "consumer" as defined by 15 U.S.C. § 1692a(3).

13  
14           6.     Defendant, RoVo & Associates ("RoVo") is an entity which all  
15 relevant times was engaged, by use of the mails and telephone, in the business of  
16 attempting to collect a "debt" from Plaintiff, as defined by 15 U.S.C. §1692a(5).

17  
18           7.     ROVO is a "debt collector" as defined by 15 U.S.C. § 1692a(6).

19  
20           8.     Defendant, Vegalo, LLC dba Frontier Financial Group, ("Vegalo") is  
21 an entity who acquires debt in default merely for collection purposes, and who at  
22 all relevant times was engaged in the business of attempting to collect a debt from  
23 Plaintiff.

24  
25           9.     Vegalo is a "debt collector" as defined by 15 U.S.C. § 1692a(6).

1           10. Defendant, Rory Vohwinkel (“Vohwinkel”) is an individual who at  
2 all relevant times was engaged, by use of the mails and telephone, in the business  
3 of attempting to collect a “debt” from Plaintiff, as defined by 15 U.S.C.  
4 §1692a(5).  
5

6           11. Defendant, Martin Mazzara (“Mazzara”) is an individual who at all  
7 relevant times was engaged, by use of the mails and telephone, in the business of  
8 attempting to collect a “debt” from Plaintiff, as defined by 15 U.S.C. §1692a(5).  
9

10           12. “Employees can be held personally liable under the FDCPA.”  
11 *Robinson v. Managed Accounts Receivable Corp.*, 654 F. Supp. 2d 1051, 1059  
12 (C.D. Cal. 2009); see *Schwarm v. Craighead*, 552 F. Supp. 2d 1056, 1070-71  
13 (E.D. Cal. 2008).  
14

15           13. Furthermore, “most district courts that have addressed the issue have  
16 held that the corporate structure does not insulate shareholders, officers, or  
17 directors from personal liability under the FDCPA.” *Schwarm v. Craighead*, 552  
18 F. Supp. 2d 1056, 1070-71 (E.D. Cal. 2008); see *Kistner v. Law Offices of*  
19 *Michael P. Margelefsky, L.L.C.*, 518 F.3d 433, 437-38 (6th Cir. 2008); *del Campo*  
20 *v. Kennedy*, 491 F. Supp. 2d 891, 903 (N.D.Cal.2006); *Brumelow v. Law Offices*  
21 *of Bennett & Deloney, P.C.*, 372 F.Supp.2d 615, 618-21 (D. Utah 2005);  
22 *Albanese v. Portnoff Law Assocs., Ltd.*, 301 F. Supp. 2d 389, 400 (E.D. Pa. 2004);  
23  
24  
25  
26  
27

1 *Musso v. Seiders*, 194 F.R.D. 43, 46-47 (D.Conn.1999); *Brink v. First Credit*  
 2 *Res.*, 57 F. Supp. 2d 848, 861-62 (D. Ariz. 1999); *Pikes v. Riddle*, 38 F. Supp. 2d  
 3 639, 640 (N.D. Ill. 1998); *Ditty v. CheckRite, Ltd.*, 973 F. Supp. 1320, 1337-38  
 4 (D. Utah 1997); *Newman v. Checkrite Cal., Inc.*, 912 F. Supp. 1354, 1372 (E.D.  
 5 Cal.1995); *Teng v. Metro. Retail Recovery Inc.*, 851 F. Supp. 61, 67 (E.D. N.Y.  
 6 1994).

7 14. All Defendants are “debt collector” as defined by 15 U.S.C. §  
 8 1692a(6).

### 12 **FACTUAL ALLEGATIONS**

13  
 14 15. Plaintiff is a natural person obligated, or allegedly obligated, to pay a  
 15 debt owed or due, or asserted to be owed or due a creditor other than RoVo.

16  
 17 16. Plaintiff’s obligation, or alleged obligation, owed or due, or asserted  
 18 to be owed or due a creditor other than RoVo, arises from a transaction in which  
 19 the money, property, insurance, or services that are the subject of the transaction  
 20 were incurred primarily for personal, family, or household purposes.

21  
 22 17. Plaintiff incurred the obligation, or alleged obligation, owed or due,  
 23 or asserted to be owed or due a creditor other than RoVo.

24  
 25 18. RoVo uses instrumentalities of interstate commerce or the mails in a  
 26 business the principal purpose of which is the collection of any debts, and/or  
 27

1 regularly collects or attempts to collect, directly or indirectly, debts owed or due,  
2 or asserted to be owed or due another.  
3

4 19. Vegalo purchases debts once owed or once due, or asserted to be  
5 once owed or once due a creditor.  
6

7 20. Vegalo acquired Plaintiff's debt once owed or once due, or asserted  
8 to be once owed or once due a creditor, when the debt was in default.  
9

10 21. Vegalo is thoroughly enmeshed in the debt collection business, and  
11 Vegalo is a significant participant in RoVo's debt collection process.  
12

13 22. Defendant RoVo, itself and on behalf of Defendant Vegalo,  
14 contacted Plaintiff's mother, Joann Maynard, via telephone call on May 25, 2010  
15 at approximately 1:00 P.M. and stated that Plaintiff was going to be sued by  
16 Defendant in Las Vegas, NV with regard to an alleged debt owed to Defendant  
17 (call was placed by Sara at RoVo, from tel. 1-800-202-5030, ext. 212). (15  
18 U.S.C. §§ 1692b(2), 1692c(b), 1692e(5)).  
19  
20

21 23. Defendant Vegalo, after having received notice from Plaintiff's  
22 counsel dated July 29, 2010 clearly stating that Plaintiff was represented by  
23 counsel, contacted Plaintiff directly by placing a telephone call to Plaintiff's  
24 cellular telephone, including, but not limited to, the following dates and  
25 times: August 16, 2010 @ 2:29 P.M., 8/18/10 @ 10:58 A.M (15 U.S.C. §  
26  
27

1 1692c(a)(2).

2 24. Defendant Vegalo left voicemail messages for Plaintiff on Plaintiff's  
3 cell phone on the following dates and times, and in each such instance failed to  
4 notify Plaintiff that the communication was from a debt collector: 5/26/10 @ 9:47  
5 A.M., 6/2/10 @ 1:11 P.M., 6/3/10 @ 11:03 A.M., 8/16/10 @ 2:29 P.M., 8/18/10  
6 @ 10:58 A.M (15 U.S.C. § 1692e(11));  
7

8 25. Defendant Vegalo left a voicemail message for Plaintiff on  
9 Plaintiff's cell phone on 6/3/10 @ 11:03 A.M. in which Defendant failed to  
10 identify the individual caller and its corporate/business name. (15 U.S.C. §  
11 1692d(6)).  
12

13 26. Defendant Vegalo left a voicemail message for Plaintiff on  
14 Plaintiff's cell phone on 5/26/10 @ 9:47 A.M., in which Defendant stated that it  
15 was working with Defendant RoVo, and referred to Defendant RoVo as a law  
16 firm, a false representation of the meaningful level of attorney involvement in the  
17 collections process with the intent of frightening Plaintiff and inveigling Plaintiff  
18 to make payment to Defendant Vegalo with regard to an alleged debt. (15 U.S.C.  
19 §§ 1692e(3), 1692e(10)).  
20

21 27. Defendant Vegalo left a voicemail message for Plaintiff on  
22 Plaintiff's cell phone on on 6/3/10 @ 11:03 A.M. in which Defendant stated that  
23

1 if Plaintiff did not return the call that day, litigation would be commenced. As  
2 evidenced by Defendant's failure to follow through with its threat, said threat was  
3 not an action with regard to the collection of an alleged debt that Defendant  
4 intended to take. (15 U.S.C. §§ 1692e(5), 1692e(10)).  
5

6  
7 28. During a telephonic communication with Defendant RoVo on or  
8 about May 25, 2010, Plaintiff spoke with an employee/agent of Defendant named  
9 "Michael" who represented to Plaintiff he was an attorney, when in fact, he was  
10 not. (15 U.S.C. §§ 1692e(3), 1692e(10)).  
11

12  
13 29. During a telephonic communication with Defendant RoVo on or  
14 about May 25, 2010, Plaintiff spoke with an employee/agent of Defendant named  
15 "Michael" who, in response to a statement from Plaintiff that she had not received  
16 a letter purportedly sent to Plaintiff, yelled and screamed at Plaintiff and called  
17 Plaintiff "a liar." (15 U.S.C. § 1692d(2)).  
18

19  
20 30. During a telephonic communication with Defendant RoVo on or  
21 about May 25, 2010, Plaintiff spoke with an employee/agent of Defendant named  
22 "Michael" who represented to Plaintiff that Defendant RoVo "did not work with"  
23 Credit Solutions, a debt settlement agency, when in fact, Credit Solutions states  
24 on its website that Defendant RoVo does work with its business. (15 U.S.C. §  
25 1692e(10)).  
26  
27

1           31. Defendant RoVo, itself and on behalf of Defendant Vegalo,  
2 represented to Plaintiff that a debt allegedly owed by Plaintiff in the approximate  
3 amount of \$3,400.00 had increased to \$5,000.00, because it had cost the original  
4 creditor \$500.00 for an original "letter of intent" to be sent to Plaintiff and an  
5 additional \$500.00 per hour to pursue the collection of the alleged debt from  
6 Plaintiff. (15 U.S.C. §§ 1692e(2)(a), 1692e(10), 1692f).

9           32. Defendant RoVo resigned, compiled, and furnished a form letter to  
10 Defendant Vegalo knowing that it would be used to create the belief in consumers  
11 that persons other than Defendant Vegalo, namely Defendant RoVo, was  
12 participating at the time the letter was sent to Plaintiff in an attempt to collect a  
13 debt, when in truth WebBank was not participating at that time. (15 U.S.C. §§  
14 1692e(3), 1692e(10), 1692j(a)).

15           33. Defendants' actions constitute conduct highly offensive to a  
16 reasonable person, and as a result of Defendants' behavior Plaintiff suffered and  
17 continues to suffer injury to Plaintiff's feelings, personal humiliation,  
18 embarrassment, mental anguish and/or emotional distress.

19  
20  
21  
22  
23  
24           **COUNT I—VIOLATIONS OF THE FDCPA**  
25           **DEFENDANT ROVO**

26           34. Plaintiff repeats and re-alleges each and every allegation above.  
27



1 35. Defendant RoVo violated the FDCPA as detailed above.

2 WHEREFORE, Plaintiff prays for relief and judgment, as follows:

- 3
- 4 a) Adjudging that RoVo violated the FDCPA;
- 5 b) Awarding Plaintiff statutory damages, pursuant to 15 U.S.C. §1692k,
- 6 in the amount of \$1,000.00;
- 7
- 8 c) Awarding Plaintiff actual damages, pursuant to 15 U.S.C. §1692k;
- 9
- 10 d) Awarding Plaintiff reasonable attorneys' fees and costs incurred in
- 11 this action;
- 12
- 13 e) Awarding Plaintiff any pre-judgment and post-judgment interest as
- 14 may be allowed under the law;
- 15
- 16 f) Awarding such other and further relief as the Court may deem just
- 17 and proper.

18 **COUNT II—VIOLATIONS OF THE FDCPA**

19 **DEFENDANT VEGALO**

20 36. Plaintiff repeats and re-alleges each and every allegation above.

21 37. Defendant Vegalo violated the FDCPA as detailed above.

22 WHEREFORE, Plaintiff prays for relief and judgment, as follows:

- 23
- 24 a) Adjudging that Vegalo violated the FDCPA;
- 25
- 26 b) Awarding Plaintiff statutory damages, pursuant to 15 U.S.C. §1692k,
- 27

1 in the amount of \$1,000.00;

2 c) Awarding Plaintiff actual damages, pursuant to 15 U.S.C. §1692k;

3  
4 d) Awarding Plaintiff reasonable attorneys' fees and costs incurred in  
5 this action;

6  
7 e) Awarding Plaintiff any pre-judgment and post-judgment interest as  
8 may be allowed under the law;

9  
10 f) Awarding such other and further relief as the Court may deem just  
11 and proper.

12 **COUNT III—VIOLATIONS OF THE FDCPA**  
13 **DEFENDANT VOHWINKEL**

14 38. Plaintiff repeats and re-alleges each and every allegation above.

15 39. Defendant Vegalo violated the FDCPA as detailed above.

16 WHEREFORE, Plaintiff prays for relief and judgment, as follows:

17  
18 g) Adjudging that Vegalo violated the FDCPA;

19  
20 h) Awarding Plaintiff statutory damages, pursuant to 15 U.S.C. §1692k,  
21 in the amount of \$1,000.00;

22  
23 i) Awarding Plaintiff actual damages, pursuant to 15 U.S.C. §1692k;

24  
25 j) Awarding Plaintiff reasonable attorneys' fees and costs incurred in  
26 this action;

1 k) Awarding Plaintiff any pre-judgment and post-judgment interest as  
2 may be allowed under the law;

3  
4 l) Awarding such other and further relief as the Court may deem just  
5 and proper.  
6

7 **COUNT IV—VIOLATIONS OF THE FDCPA**  
8 **DEFENDANT MAZZARA**

9 40. Plaintiff repeats and re-alleges each and every allegation above.

10 41. Defendant Mazzara violated the FDCPA as detailed above.  
11

12 WHEREFORE, Plaintiff prays for relief and judgment, as follows:

13 m) Adjudging that Mazzara violated the FDCPA;

14 n) Awarding Plaintiff statutory damages, pursuant to 15 U.S.C. §1692k,  
15 in the amount of \$1,000.00;

16 o) Awarding Plaintiff actual damages, pursuant to 15 U.S.C. §1692k;

17 p) Awarding Plaintiff reasonable attorneys' fees and costs incurred in  
18 this action;

19 q) Awarding Plaintiff any pre-judgment and post-judgment interest as  
20 may be allowed under the law;

21 r) Awarding such other and further relief as the Court may deem just  
22 and proper.  
23  
24  
25  
26  
27

**TRIAL BY JURY**

Plaintiff is entitled to and hereby demands a trial by jury.

Respectfully submitted this 9th day of May, 2011.

s/Jon N. Robbins

Jon N. Robbins

WEISBERG & MEYERS, LLC

Attorney for Plaintiff